

ORIGINAL**FORMAL COMPLAINT**
SCHMITT, SCHNECK, SMYTH & HERI

ATTORNEYS AT LAW



0000027869

Judith Creekmur-Morgan
e-mail: judimorgan@azbarristers.com

File No.: 3023.002

T-01051B-05-0889

December 13, 2005

Arizona Corporation Commission
DOCKETED

DEC 13 2005

Arizona Corporation Commission
Utilities Division Docket Control
1200 West Washington Street
Phoenix, Arizona 85007-2996

DOCKETED BY	
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Re: Dispute against Qwest
Account No.: 623-434-1042-3792
Account Name: RC Auto Corporation

To Whom It May Concern:

RC Auto Corporation has attempted numerous times to resolve this matter both by phone and correspondence with Qwest, but have had no success. This letter will serve to place the ACC upon notice of this dispute and request that you investigate this matter.

Factual Background:

RC Auto Corporation ("RC Auto") opened an account to secure telephone services with Qwest several years ago and has continuously and timely paid for services rendered. RC Auto terminated services with Qwest on April 15, 2005, as a result of a company move.

The following day (April 16, 2005), RC Auto received an invoice from Qwest in the amount of \$468.76, which was paid in full on April 25, 2005. On May 18, 2005, RC Auto received a second bill for \$217.09, which again was immediately paid in full on May 25, 2005.

On June 20, 2005, RC Auto received a third billing from Qwest in the amount of \$322.43, which included referenced charges for July, 2005, well after services had been terminated. Concerned, my client called on June 23, 2005, and talked with your representative, Rick, in customer service (#D28508184), confirming RC Auto's move of April 15, 2005. Rick advised that another billing for \$800 which constituted a "termination fee" would be forthcoming.

RECEIVED
2005 DEC 13 P 11:10
AZ CORP COMMISSION
DOCUMENT CONTROL

Although RC Auto disputed the charges and excessive termination fee, we awaited receipt of the next bill. Qwest failed to call RC Auto back or otherwise respond. On July 6, 2005, RC Auto called again and talked with Patty in customer service. Patty then advised that we would be receiving a corrected billing deducting the July charges.

On July 25, 2005, RC Auto received yet another bill from Qwest in the amount of \$1,045.30.

Extremely concerned, we called Qwest customer service again and was advised that a copy of the original contract between Qwest and RC Auto would be mailed out to confirm the termination fee of \$800. No contract was ever received by our office.

On July 27, 2005, RC Auto called Qwest customer service again, requesting a copy of the contract and providing Maurice with RC Auto's fax number. Maurice assured my client that he would fax a copy of the contract, but failed to do so.

RC Auto called Qwest again on August 5, 2005, August 9, 2005 and again on August 10, 2005, in an attempt to resolve this issue, but was repeatedly ignored. We spoke with Mary Roche in customer service, who advised that RC Auto had entered into a "Centrex" verbal contract that automatically renewed, and thus we was responsible for all charges. Mary promised to research the issue and respond to RC Auto but never called. My client spoke later with Lisa Mills in customer service and was then told that RC Auto had a "Venicom" contract. Lisa advised she would provide RC Auto with a copy of this contract, but again, failed to ever respond to with a copy of the so-called contract.


RC Auto was contacted on August 11, 2005 by Lisa Mills at Qwest to advise that although no copy of the contract had been located or provided to this office, that RC Auto had a five (5)-year contract signed in February 2002, and that the latest billing statement indicates RC Auto is responsible for \$2,000 - \$3,000 in telephone charges. Qwest could not or refused to confirm who signed the contract, what entities the contract referenced, the date of the contract, or provide a copy to confirm any terms.

To date, RC Auto has been constantly harassed and overbilled by Qwest without any substantiation or documentation. We believe all of these charges are false. Despite numerous attempts to amicably resolve this matter, Qwest has repeatedly failed to respond, ignored RC Auto's request for a copy of the contract and continued to threaten and demand monies that are not owed.

Arizona Corporation Commission
Utilities Division Docket Control
RC Auto Corporation/QWest
December 13, 2005
Page 3

Please contact me if you require further information. Thank you for your time and consideration in investigating this matter.

Sincerely,
SCHMITT, SCHNECK,
SMYTH & HERROD, P.C.

By 
Judith Creekmur-Morgan
Attorney at Law

JCM/ras
Enclosures

cc: RC Auto Corporation

Qwest Statutory Agent
CT Corporation System
3225 North Central Avenue
Phoenix, AZ 85012

Arizona Corporation Commission

Consumer Inquiry and/or Complaint Form

This form may be completed electronically, printed and mailed to:

Arizona Corporation Commission, Consumer Services Section, 1200 W. Washington St.
Phoenix, Arizona 85007

Step 1

Before submitting a complaint to the ACC please visit this [link](#) to determine if the Commission regulates this service. If the company is regulated, please contact the company first. If you have already contacted your utility and are not satisfied with its response, please fill out this form and return the address above.

Step 2

YOUR NAME Judith Creekmur-Morgan, Schmitt, Schneck, Smyth & Her	DATE 12/13/05
ADDRESS 1221 East Osborn Rd., Suite 105, Phoenix, AZ 85014	PHONE (HOME)
NAME THAT APPEARS ON THE BILL RC Auto Corporation	ALTERNATE PHONE (DAYTIME) (602) 277-7000
NAME OF THE UTILITY COMPANY QWest	ACCOUNT NUMBER 953680
E-MAIL ADDRESS judimorgan@azbarristers.com	CHECK HERE TO CONFIRM THAT YOU HAVE ALREADY CONTACTED THE UTILITY (SEE STEP 1) <input checked="" type="checkbox"/>

Step 3

PLEASE SUMMARIZE YOUR COMPLAINT OR INQUIRY:

RC Auto opened an account with QWest on 4/15/05 and received two invoices from QWest which were immediately paid in full. A third invoice was received after services had been terminated. RC Auto Then received yet another invoice. RC Auto called QWest's customer service and requested a copy of the contract. No contract was ever sent to RC Auto. RC Auto had been constantly harassed and overbilled by QWest. RC Auto has attempted to amicably resolve this matter but QWest has repeatedly failed to respond. Copies of statements, status notes from RC Auto, and our demand letter to Qwest are attached. This complaint was originally initiated in October of 2005. However, it was never assigned a docket number. Attached is a copy of the original complaint letter of October 13, 2005.

Step 4

Please include copies of any documentation, such as bills, that our office would need to provide a response.

SCHMIT SCHNECK, SMYTH & HE. ROD, P.C.

ATTORNEYS AT LAW

Judith Creekmur-Morgan
e-mail: judimorgan@azbarristers.com

File No.: 3023.002

August 29, 2005

QWEST SERVICES CORPORATION

Attn: Legal Department

P.O.Box 29060

Phoenix, Arizona 85038-9060

Re: Account No. 623-434-1042-3792
My Client: RC Auto Corporation

To Whom It May Concern:

This firm represents RC Auto Corporation ("RC Auto") for matters relating to the above-referenced account. All further communication should be directed to this office. This letter will serve to demand that you **immediately cease and desist** any further attempt to collect charges from RC Auto. My client disputes all charges claimed by Qwest following the termination date of April 15, 2005.

This letter and all contents herein shall constitute confidential settlement negotiations pursuant to Arizona Rules of Evidence, Rule 408, and shall not be construed as admissions of liability or otherwise.

Factual Background:

As you know, my client opened an account to secure telephone services with Qwest several years ago and has continuously and timely paid for services rendered. RC Auto terminated services with Qwest on April 15, 2005, as a result of a company move.

The following day (April 16, 2005), my client received an invoice in the amount of \$468.76, which was paid in full on April 25, 2005. On May 18, 2005, RC Auto received a second bill for \$217.09, which again was immediately paid in full on May 25, 2005.

On June 20, 2005, RC Auto received a third billing from Qwest in the amount of \$322.43, which included referenced charges for July, 2005, well after services had been terminated. Concerned, my client called on June 23, 2005, and talked with your representative, Rick in customer service (#D28508184), confirming RC Auto's move of April 15, 2005. Rick advised that another billing for \$800 which constituted a "termination fee" would be forthcoming.

Although my client disputed the charges and excessive termination fee, Rick could provide no satisfactory answer and failed to call RC Auto back or otherwise respond. On July 6, 2005, my client called again and talked with Patty in customer service. Patty then advised that RC Auto would be receiving a corrected billing deducting the July charges.

On July 25, 2005, RC Auto received yet another bill from Qwest in the amount of \$1,045.30.

Extremely concerned, my client called customer service again and was advised that a copy of the original contract between Qwest and RC Auto would be mailed to my client, confirming the termination fee of \$800. No contract was received.

On July 27, 2005, RC Auto called Qwest customer service again, requesting a copy of the contract and providing Maurice with RC Auto's fax number. Maurice assured my client that he would fax a copy of the contract, but failed to do so.

RC Auto called Qwest again on August 5, 2005, August 9, 2005 and again on August 10, 2005, in an attempt to resolve this issue, but was repeatedly ignored. My client spoke with Mary Roche in customer service, who advised that my client had entered into a "Centrex" verbal contract that automatically renewed, and thus my client was responsible for all charges. Mary promised to research the issue and respond to RC Auto but never called. My client spoke later with Lisa Mills in customer service and was then told that RC Auto had a "Venicom" contract. Lisa advised she would provide RC Auto with a copy of this contract, but again, failed to ever respond to my client with a copy of the so-called contract.

RC Auto was contacted on August 11, 2005 by Lisa Mills at Qwest to advise that although no copy of the contract had been located or provided to my client, that RC Auto had a five (5)-year contract signed in February 2002, and that the latest billing statement indicates my client to be responsible for \$2,000 - \$3,000 in telephone charges. Qwest could not confirm who signed the contract, what entities the contract referenced, the date of the contract, or provide a copy to confirm any terms.

To date, RC Auto has been constantly harassed and overbilled by Qwest under the guise of charging termination fees and overdue bills for services rendered. All of which are false and erroneous charges. Despite my client's attempt to amicably resolve this matter, Qwest has repeatedly failed to respond, ignored RC Auto's request for a copy of the contract and continued to threaten and demand monies that are wholly unsubstantiated.

Qwest's spurious allegations that RC Auto owes thousands of dollars after terminating its services in April, 2005, is unfounded and constitutes a breach of the duty of bad faith and fair dealing which Qwest owes each of its customers. Qwest's apparent intent to profit from these erroneous billing statements may subject you to regulatory penalties and civil liability.

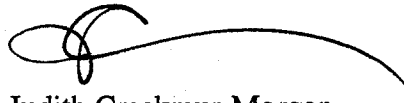
Demand:

On behalf of RC Auto, I hereby demand that you provide this firm with prompt written assurance that you will no longer pursue my client for these charges referenced above, and any other charges assessed or purportedly incurred after April 15, 2005. Further, I hereby demand that you remit any overpayment made by my client at once. In addition, immediately provide any and all information regarding the distribution of reports of alleged nonpayments or slow payments to any and all credit agencies, in order to enable us to assess more precisely the extent of the damage done and created by Qwest.

Should you fail to respond with the requested information, including your written agreement to cease and desist from attempting to collect against my client, no later than **5:00 p.m. on Friday, September 16, 2005**, my client has authorized me to pursue any and all legal and equitable claims they have against Qwest, including the recovery of their attorney's fees and costs incurred in this matter.

Sincerely,

SCHMITT, SCHNECK,
SMYTH & HERROD, P.C.



Judith Creekmur-Morgan
For the Firm

JCM/sm
Enclosures

cc: RC Auto Corporation

Qwest Statutory Agent
CT Corporation System
3225 North Central Avenue
Phoenix, AZ 85012

R.C. AUTO CORPORATION

Attn: Roger Camping
2001 West Parkside Lane
Phoenix, AZ 85027-2926
Telephone: (623) 434-1100

October 13, 2005

Arizona Corporation Commission
Utilities Division
1200 West Washington Street
Phoenix, Arizona 85007-2996

Re: Dispute against QWest
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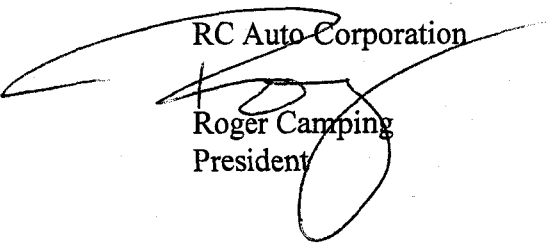
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Arizona Corporation Commission
RC Auto Corporation/QWest
October 13, 2005
Page 3

Please contact me if you require further information. Thank you for your time and consideration in investigating this matter.

Sincerely,

RC Auto Corporation


Roger Camping
President

RC/jcm/lf
Enclosures

cc: RC Auto Corporation

Qwest Statutory Agent
CT Corporation System
3225 North Central Avenue
Phoenix, AZ 85012



RECEIVED
JUN 20 2005

BY:

RC AUTO CORPORATION

Bill Date:

Jun 10, 2005

Account No:

623-434-1042 379B

Page 1 of 12

www.qwest.com

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$72.12	\$250.31	\$322.43	Jun 30, 2005

Account Summary

ENTERED

JUN 23 2005

▼ Previous Balance

Charges
Payment May 25
Balance Forward

Thank you for your payment.

289.21
217.09¢
\$72.12

▼ New Charges

Qwest
Qwest Long Distance
USBI
Discounted Telecom-Spec Svcs
Total New Charges

For questions, call: Page

1 800 603-6000	2	204.31
1 800 603-6000	4	18.13
1 888 481-8724	11	19.37
1 800 488-3814	12	8.50

\$250.31

Includes late payment charge of \$1.08.

\$249.23

TOTAL AMOUNT DUE

\$322.43

Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge.

Stephanie - \$70 credit shown
- added \$3.20 credit

\$73.20
\$246.79
\$249.99

Contract 2-27-07

termination fee \$800.00

Confirmation #

D28508184

Rick

6-23-05

Spoke w/ Stephanie
who issued another \$3.20
credit on top of the \$70
credit. Total bill = \$246.79

transferred to Nathan in
termination section - he
will cancel all our lines.

9 a
not
4338.

continued on back

New Charges

	Qwest Local Services	Qwest Long Distance	USBI
Monthly Charges	174.75		
Other Charges	1.08		
Miscellaneous Charges and Credits			
Carrier Computed Charges		15.82	18.81
Taxes, Fees and Surcharges			
Federal Excise at 3%	5.36		.56
State Sales at 5.6%	8.04		
Regulatory Surcharge at .19%	.27		
County Sales at .7%	1.00		
City Sales at 4.7%	6.75		
State 911 at \$.37 per access line	1.85		
Federal Universal Serv Fund at 11.5095%	3.63		
Telecommunications Relay Service Fund at 1.1%	1.58		
Carrier Computed Taxes		2.31	
Subtotal	\$204.31	\$18.13	\$19.37
	Discounted Telecom Spec Svcs		
Miscellaneous Charges and Credits	8.50		
Subtotal	\$8.50		
		Total New Charges	\$250.31

*pay +
we will receive
a ck back in
7-10 business
days*

Qwest Local Services

Monthly Charges

- Charges from Jun 10 to Jul 09

\$204.31

Quantity	Description	Code	Item Rate	Amount
Basic Services				
5	Federal Access Charge	9ZR	6.30	31.50
Optional Services				
5	CTX21 Anlg Sta Line Wi Features- Rt Stblzd	RSX	28.65	143.25
Total Monthly Charges				\$174.75

Taxes, Fees and Surcharges Summary

The detail listed below has been included in the New Charges on this bill.
This summary is provided as information only.

	Amount
Federal Excise at 3%	5.36
State Sales at 5.6%	8.04



Qwest Local Services

Taxes, Fees and Surcharges Summary

	Amount
Regulatory Surcharge at .19%	.27
<i>This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.</i>	
County Sales at .7%	1.00
City Sales at 4.7%	6.75
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	
Federal Universal Serv Fund at 11.5095%	3.63
<i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Telecommunication Relay Service Fund at 1.1%	1.58
<i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	
Total Taxes, Fees and Surcharges Summary	\$28.48

Other Charges

	Amount
Late Payment Charge on \$72.12	1.08
Total Other Charges	\$1.08

Total Qwest Local Services

\$204.31

Qwest New Charges

\$204.31

For Your Information

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an *, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.



Service Detail - Long Distance Usage

RC AUTO CORPORATION

623-434-1043

No.	Date	Time	Called Number	Location	Min:Sec	Charges
1.	Apr 05	1:48P	414 302-3422	MILWAUKEE WI	0:54	.05
Total calls for 623-434-1043				1	0:54	\$.05

623-434-1051

No.	Date	Time	Called Number	Location	Min:Sec	Charges
2.	Apr 04	11:30A	928 710-0101	PRESCOTT AZ	0:30	.03
3.	Apr 05	10:30A	858 400-4040	RANCHOSNFE CA	12:48	.64
4.	Apr 05	10:43A	858 400-4040	RANCHOSNFE CA	29:18	1.46
5.	Apr 05	1:46P	414 302-3422	MILWAUKEE WI	1:54	.09
6.	Apr 05	3:51P	520 888-9414	TUCSON AZ	0:30	.02
7.	Apr 06	10:29A	520 888-9414	TUCSON AZ	1:42	.08
8.	Apr 06	4:49P	520 748-1000	TUCSON AZ	1:42	.09
9.	Apr 07	8:34A	520 888-9414	TUCSON AZ	3:42	.18
10.	Apr 07	8:44A	520 748-1000	TUCSON AZ	2:24	.12
11.	Apr 08	9:40A	520 748-1000	TUCSON AZ	0:48	.04
12.	Apr 08	11:21A	214 738-2540	GRANDPRARI TX	1:30	.08
13.	Apr 08	11:57A	520 429-1859	TUCSON AZ	7:00	.35
14.	Apr 08	5:14P	520 429-1859	TUCSON AZ	3:54	.19
15.	Apr 13	12:58P	714 973-5204	SANTA ANA CA	0:36	.03
16.	Apr 13	4:23P	214 738-2540	GRANDPRARI TX	3:18	.16
17.	Apr 13	4:42P	520 748-1000	TUCSON AZ	1:00	.05
18.	Apr 14	10:07A	520 748-1000	TUCSON AZ	1:12	.06
19.	Apr 14	11:34A	414 765-7607	MILWAUKEE WI	3:54	.19
20.	Apr 14	11:39A	520 748-1000	TUCSON AZ	1:00	.05
21.	Apr 14	4:30P	619 857-6911	SAN DIEGO CA	2:00	.10
22.	Apr 15	11:13A	520 888-9414	TUCSON AZ	1:00	.05
23.	Apr 15	11:19A	520 748-1000	TUCSON AZ	1:18	.07
Total calls for 623-434-1051				22	83:00	\$4.13

623-434-1052

No.	Date	Time	Called Number	Location	Min:Sec	Charges
24.	Apr 04	8:58A	208 888-2111	MERIDIAN ID	0:42	.04
25.	Apr 04	9:03A	208 888-2111	MERIDIAN ID	0:36	.03
26.	Apr 04	9:05A	208 888-2111	MERIDIAN ID	0:48	.04
27.	Apr 04	9:14A	208 888-2211	MERIDIAN ID	0:42	.03
28.	Apr 04	10:45A	620 367-2585	GOESSEL KS	2:36	.13
29.	Apr 04	3:39P	414 302-3488	MILWAUKEE WI	0:30	.02
30.	Apr 12	2:22P	414 302-3603	MILWAUKEE WI	0:30	.02

Service Detail - Long Distance Usage

623-434-1052

No.	Date	Time	Called Number	Location	Min:Sec	Charges
1.	Apr 12	2:22P	414 302-3603	MILWAUKEE WI	0:30	.03
2.	Apr 12	2:27P	414 302-3603	MILWAUKEE WI	0:30	.02
3.	Apr 12	2:29P	414 302-3597	MILWAUKEE WI	0:42	.04
4.	Apr 14	12:08P	734 713-2971	WAYNE MI	0:36	.03

Total calls for 623-434-1052	11	8:42	\$.43
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623-434-1056

No.	Date	Time	Called Number	Location	Min:Sec	Charges
5.	Apr 04	8:41A	520 748-1000	TUCSON AZ	1:06	.05
6.	Apr 05	1:34P	970 218-1980	FT COLLINS CO	0:30	.03
7.	Apr 05	4:10P	520 748-1000	TUCSON AZ	1:24	.07
8.	Apr 07	8:46A	520 429-1859	TUCSON AZ	0:30	.03
9.	Apr 08	11:25A	520 429-1859	TUCSON AZ	5:24	.27
10.	Apr 12	9:07A	847 402-5000	NORTHBROOK IL	3:00	.15
11.	Apr 13	4:43P	520 429-1859	TUCSON AZ	0:30	.02
12.	Apr 18	11:43A	215 244-1940	EDDINGTON PA	2:36	.13
13.	Apr 19	12:34P	760 864-1320	PALM SPG CA	5:42	.28

Total calls for 623-434-1056	9	20:42	\$1.03
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623-587-1241

No.	Date	Time	Called Number	Location	Min:Sec	Charges
14.	Apr 04	11:55A	510 390-4744	OAKLAND CA	0:30	.02
15.	Apr 04	12:16P	620 338-2896	DODGE CITY KS	1:12	.06
16.	Apr 04	12:18P	620 947-3151	HILLSBORO KS	5:42	.29
17.	Apr 04	12:25P	620 327-2441	HESSTON KS	11:36	.58
18.	Apr 04	12:41P	510 390-4744	OAKLAND CA	1:18	.06
19.	Apr 04	1:17P	214 738-2540	GRANDPRARI TX	3:24	.17
20.	Apr 04	2:52P	215 794-8101	BUCKINGHAM PA	0:54	.05
21.	Apr 05	8:04A	928 525-3702	FLAGSTAFF AZ	0:30	.03
22.	Apr 05	1:28P	406 728-7711	MISSOULA MT	2:12	.11
23.	Apr 05	3:29P	970 262-1844	DILLON CO	0:30	.02
24.	Apr 05	3:42P	520 940-5493	TUCSON AZ	0:48	.04
25.	Apr 05	3:44P	520 940-5493	TUCSON AZ	0:42	.04
26.	Apr 05	4:20P	510 390-4744	OAKLAND CA	1:42	.09
27.	Apr 06	10:10A	520 940-5493	TUCSON AZ	1:00	.05
28.	Apr 06	12:47P	303 740-2058	LITTLETON CO	0:30	.03
29.	Apr 06	2:41P	970 216-7128	GRAND JCT CO	0:30	.02
30.	Apr 06	3:25P	580 799-3093	ELK CITY OK	0:48	.04
31.	Apr 06	4:14P	414 302-3436	MILWAUKEE WI	3:48	.19
32.	Apr 07	12:14P	620 628-4441	CANTON KS	7:30	.37
33.	Apr 07	12:22P	970 218-1980	FT COLLINS CO	1:00	.05

Your LD Account Balance - Qwest Long Distance

Other Fees & Monthly Charges
 Fed Telecom Relay & Admin Fee
 Subtotal

.01
 \$.29

Current Total Charges	\$2.87
------------------------------	---------------

Current Total Charges, detail by sub-account

RC AUTO CORPORATION Qwest Choice Long Distance

Current Service Charges	2.50
Federal Excise Tax	.08
Federal Universal Service Fund	.28
Fed Telecom Relay & Admin Fee	.01
Subtotal	\$2.87

Current Total Charges	\$2.87
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Service Summary of Charges

RC AUTO CORPORATION

Plan/Feature Chrgs	Calls	Min:Sec	Usage Charges	Nonrecur. Charges	Monthly Charges	Total Charges
		0:00	0.00	0.00	2.50	2.50
Total		0:00	\$0.00	\$0.00	\$2.50	\$2.50

Service Detail - Plan/Feature Charges

RC AUTO CORPORATION

Description	Qty.	Period	Nonrecurring Charges	Monthly Charges	Total Charges
Access Line Charge	5	MAY 04-JUN 03	0.00	2.50	2.50
Total Plan/Feature Charges			\$0.00	\$2.50	\$2.50

For questions, call 1 888 481-8724

<http://www.billview.com/usbi/>

Page 11

Miscellaneous Charges and Credits	No.	Date	Item	Tax Code	Amount
	1.	Apr 14	CARRIERCOSTRECOVERFEE	00	.99
	2.	Apr 14	BUSINESS MULTILINE CHG	00	12.87
	3.	Apr 14	LONG DIST MONTHLY FEE	00	4.95

Tax Code Explanation:
 00 - Federal, State and Local Tax Applied

USBI Misc Charges and Credits	\$18.81
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**Taxes, Fees and
 Surcharges
 Summary**

Federal Excise at 3%	.56
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Total Taxes	\$.56
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*This portion of your bill is provided as a service to USBI.
 There is no connection between Qwest and USBI.*



Qwest bill:

We moved on April 15th and changed phone systems & providers.

Received Qwest bill on 4-14-05: 468.76 pd 4-25-05

Received Qwest bill on 5-18-05: 217.09 pd 5-25-05 – thought this was final bill.

Received Qwest bill on 6-20-05. \$322.43. Included charges for July phone service.

Nancy called on 6-23. She confirmed that we had moved April 15th and we should no longer be billed from Qwest. She was told at that time that there would be an \$800 termination fee. She spoke to Rick in customer service. Confirmation # D28508184

Della called on 7-6-05 & spoke to Patty (1-800-603-6000) in customer service. Patty said we would be receiving a corrected billing, deducting the July charges.

On 7-25, we received a bill for \$1,045.30. Della called customer service again. Della asked for a copy of the contract they claimed had the \$800 cancellation fee in it. They said they would mail a copy. They didn't.

On 7-27, Della called again. Spoke to Maurice @ 1-800-603-6000. He assured Della that he would fax a copy of the contract & got our fax number. We never heard from him again.

On 8-5, Della called again. Spoke to Mary Roche @ 1-800-603-6000. She said ours was a new acct in 1999. Centrex plan, often a verbal agreement that automatically renews. She said she would research it and get back to Della "next week". Della never heard from her again.

On 8-9, we received a notice from Qwest that our payment was "long overdue" and insisted that we pay this delinquent account.

On 8-10, Della called again. This time she talked to Lisa Mills in customer service. 1-800-603-6000. Lisa said this is a Venicom contract. She put Della on hold for about 15 minutes and called Venicom to see if they could produce a copy of the contract. They couldn't. Della told her that we have been trying to get a copy for over a month and had no intention of paying an \$800 termination fee on a contract we have never seen. Della told her we had to have a copy to confirm what they were telling us.

On 8-11, Della received a call back from Lisa. Lisa explained that our billings for the last 3 years show that we were on this billing plan. If we contest the \$800.00 cancellation fee, they would go back to Feb 2002 when this "contract" was supposed to have been signed by a representative of RC Auto (she didn't know who signed it) and charge us what we would have been charged for all our lines as though we were not under this agreement. Lisa said the bill would be between \$2000 and \$3000. Lisa said this was a 5 year agreement signed in Feb 2002. But, she couldn't find it to give us a copy.

Della asked her to contact the billing department and let them know we have been trying to get a copy of the contract and ask them to stop sending delinquent notices.

Della also told her that she would have to discuss Lisa's findings with the owner and decide what to do.

RECEIVED

AUG 9 - 2005

ACCOUNT NUMBER: 623-434-1042-3792

QWEST PAGE 1

*** NOTICE OF DELINQUENT ACCOUNT ***
YOUR PAYMENT OF \$1,045.30 FOR FORMER SERVICES BILLED BY QWEST
IS LONG OVERDUE.

WE HAVE REMINDED YOU OF THIS DELINQUENT ACCOUNT AND OFFERED YOU AN OPPORTUNITY
TO ESTABLISH A PAYMENT PLAN WITH US.

WE NOW MUST INSIST THAT YOU MAKE IMMEDIATE PAYMENT IN FULL.

WE PREFER TO SETTLE THIS MATTER DIRECTLY WITH YOU; BUT IF YOU FAIL TO MAKE
PAYMENT OR MAKE PAYMENT ARRANGEMENTS IMMEDIATELY, WE WILL REFER YOUR ACCOUNT TO
OUR COLLECTION AGENCY WITH INSTRUCTIONS TO TAKE WHATEVER STRONGER ACTION IS
NECESSARY TO SECURE PAYMENT.

AMOUNT DUE \$1,045.30

I called: COLLECTION OFFICE 1 800 603-6000 - ~~disconnected~~
8-10-05 @ 9:40am to 10:00am.

Lisa Mills:

Centrex - "verbal, ~~re~~ re-newed automatically" - last call told me
this

Lisa says no - not a verbal agreement.

"Vericom contract" according to Lisa

I asked her to contact the receivables dept & tell
them to stop sending nasty letters. We are not paying
this - they have had a month to produce this "contract"
- I don't believe it exists.

She put me on hold to call Vericom.

602-665-1360 - direct line to Lisa Mills

8-10-05 8/12 - Lisa called me back 3:45pm
rate 28.65 Centrex x 8 lines per mo.
normal rate ~~38.40~~ 46.40

Feb 2002 - ~~new long distance~~ Qwest
new 5 year contract with ~~Qwest~~ Centrex

Amount Enclosed \$ _____

Please fold on the perforation above, detach and
return with your payment to Qwest.

ACCOUNT NUMBER: 623-434-1042-3792

DUE UPON RECEIPT

TOTAL AMOUNT DUE \$1,045.30

QWEST
PO BOX 29060
PHOENIX, AZ 85038-9060
|||

RECEIVED
JUL 25 2005

BY:-----ACCOUNT NUMBER: 623-434-1042-3792

QWEST PAGE 1

*** NOTICE OF PAST DUE CHARGES ***
YOUR FINAL BILL OF \$1,045.30 FOR FORMER SERVICES BILLED BY QWEST
HAS NOT BEEN PAID.

WE REQUEST YOU MAKE PAYMENT TODAY OR CALL US TO ESTABLISH A PAYMENT
ARRANGEMENT AT 1 800 603-6000.

IF YOUR PAYMENT HAS BEEN SENT, PLEASE ACCEPT OUR THANKS AND DISREGARD
THIS NOTICE.

7/22/05 - "will mail me a copy of contract"

7/26/05: (Fri 7/22)

I called last week. They said they would fax
a copy of our "contract". They haven't.

7/27/05: 9 am Wed. (I called.)

Maurice @ 1-800-603-6000 cust. service
I called & told him we are waiting to receive a copy of the
contract that we don't recall signing. I gave him my fax #
again. He said he'd get someone to send it today. He'll call me
when he's going to fax it. Never heard from him again.

8/5/05 - 9:15 am Fri - Mary Roche (I called)

New acct in 1999. Centrex plan - often a verbal agreement
that automatically renewed. She will research & get
back to me next week. Never heard from her.

Amount Enclosed \$ _____

Please fold on the perforation above, detach and
return with your payment to Qwest.

ACCOUNT NUMBER: 623-434-1042-3792

DUE UPON RECEIPT

TOTAL AMOUNT DUE \$1,045.30

QWEST
PO BOX 29060
PHOENIX, AZ 85038-9060
|||



RC AUTO CORPORATION
Bill Date: Jun 27, 2005
Account No: 623-434-1042F 3792
Page 1 of 3

www.qwest.com

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$236.03	\$809.27	\$1,045.30	Upon Receipt

Account Summary

Final Bill

▼ Previous Balance

Charges	322.43
Adjustment Qwest	86.40 _R
Balance Forward	\$236.03

▼ New Charges

Qwest	809.27
Total New Charges	\$809.27

For questions, call: Page
1 800 603-6000 2

TOTAL AMOUNT DUE **\$1,045.30**

*This is your Final Bill for services billed by Qwest
and reflects all charges applied to your account through Jun 27.*

I called Qwest
on this. They
are faxing a
copy of our
"contract" next
week. 7/22

Qwest, P O Box 29060, Phoenix, AZ 85038-9060



Amount Enclosed \$ _____
RC AUTO CORPORATION
Bill Date: Jun 27, 2005
Account Number: 623-434-1042F 3792
Bill Due Date: Upon Receipt
Balance Forward: \$236.03
New Charges: \$809.27
TOTAL AMOUNT DUE: \$1,045.30

Please fold on the perforation above, detach and
return with your payment payable to Qwest.
RETURN WITH PAYMENT

QWEST
P O BOX 29060
PHOENIX, AZ 85038-9060



81 01623434104203795 0217072205 000002360303 000010453009



RECEIVED
JUL 08 2005

RC AUTO CORPORATION
Bill Date: Jun 27, 2005
Account No: 623-434-1042 3792

5 ♦

For questions, call 1 800 603-6000

BY:_____

Final Bill

Page 3

Qwest Local Services

Service Additions and Changes

Quantity	Description	Code	Item Rate	Amount
Jun 27, 2005 Order Number D28508184				
	Credit for Service Previously Billed from Jun 27 to Jul 10			69.90%
Total Service Additions and Changes				\$730.10

Taxes, Fees and Surcharges Summary

The detail listed below has been included in the New Charges on this bill.
This summary is provided as information only.

	Amount
Federal Excise at 3%	2.14%
State Sales at 5.6%	41.68
Regulatory Surcharge at .19%	1.41
This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.	
County Sales at .7%	5.21
City Sales at 4.7%	34.97
Federal Universal Serv Fund at 10.5664%	1.33%
This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.	
Telecommunication Relay Service Fund at 1.1%	.63%
This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.	
Total Taxes, Fees and Surcharges Summary	\$79.17

Total Qwest Local Services **\$809.27**

Qwest New Charges	\$809.27
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Account Adjustments

The detail listed below has been included in the Account Summary section on this bill. This summary is provided as information only.

	Amount
Jun 14 Credit Adjustment	80.72%
Jun 14 Late Payment Charge Adjustment	1.23%
Jun 14 Late Payment Charge Adjustment	1.21%
Jun 23 Credit Adjustment	3.24%
Total Account Adjustments	\$86.40%

